

July 2016

Tribal Health Directors:

On behalf of Judy Martin, Deputy Director, Division of Public Health for the Department of Health and Human Services (DHHS), I am pleased to announce DHHS's intention to continue the Immunization Program tribal set aside for CY 2017 (January 1, 2017 -December 31, 2017) and CY 2018 (January 1, 2018 – December 31, 2018).

DHHS is the recipient of the federal Centers for Disease Control and Prevention Immunization and Vaccines for Children Program grant (CFDA #93.268). DHHS subawards a portion to Nebraska based public clinics and federally qualified health centers. For the purposes of these funds, a public clinic means a clinic operated by a public or non-profit agency, such as a county or district health department, tribal health facility, community action agency, or home health/hospital-sponsored clinic.

In 2015, DHHS established a competitive Request for Application for these grant dollars. Since the federal VFC program delineates American Indian or Alaskan Native as a specified population, DHHS set aside \$20,000 for each of the four federally recognized tribes headquartered in Nebraska. In recognition of tribal sovereignty and respect for our special government-to-government relationship, the Immunization Program is now establishing a non-competitive process for tribal set aside funds.

The set aside amount does not restrict the four federally qualified tribes headquartered in Nebraska from applying for additional funds. The Request for Application (RFA) available at <http://dhhs.ne.gov/immunization> must be completed if a tribe applies for funds over the set aside amount of \$20,000. Tribal applications for funds over \$20,000 will be scored and ranked with other applicants.

The **Instructions for Requesting CY 2017 Immunization Tribal Set Aside Funds** are contained within this communication. DHHS intends to subaward each of the four Nebraska tribes, upon receipt and acceptance of application materials.

Please feel free to contact Christine Kutschkau at (402) 471-6548 or via email at christine.kutschkau@nebraska.gov with any questions or comments.

Sincerely,

Sara Morgan
DHHS Program Manager II
Immunization Program
Division of Public Health

Instructions for Requesting CY 2016-2017 Subaward Immunization Program Tribal Set-Aside

Funding Source: Centers for Disease Control and Prevention Immunization Grant
CFDA #93.268

Pass Through: Nebraska Department of Health and Human Services (DHHS)
Division of Public Health, Lifespan Health Services Unit,
Immunization Program

Project Period: January 1, 2017 through December 31, 2018

Application Due Date: Postmarked by Monday, August 15, 2016, 12:00 p.m. CT

Issuing Office: Nebraska Department of Health & Human Services
Immunization Program
301 Centennial Mall South
PO Box 95026
Lincoln, NE 68509-5026
(402) 471-6423 - local
(800) 798-1696 - toll free
christine.kutschkau@nebraska.gov

PURPOSE

These funds are intended to support activities related to immunizations with the goal of increasing coverage rates among eligible populations. These funds are intended to supplement existing clinical immunization practices, and cannot be the sole funding source for immunization activities within a clinic nor can these funds supplant other existing sources of funds.

Applicants should be prepared to document existing immunization activities, populations served, communities or counties served, and describe how they will be expanded or enhanced by the receipt of subaward funds.

The use of subaward funds are limited to allowable and allocable costs under the Office of Management and Budget (OMB) Circulars as well as restrictions of the above programs.

PRIORITY AREAS

While many immunization activities will be allowed under this funding source, there are certain areas that are a high priority of both the Nebraska Immunization Program and the Centers for Disease Control and Prevention (CDC). Applicants that are able to address one or more of these priority areas will be given preference should other allocation considerations be equal.

- Increasing coverage rates of targeted populations such as:
 - Adolescents, particularly HPV vaccination series completion
 - Adults
 - Seasonal influenza
- Continuing to provide vaccines to children 0-18 years of age with VFC vaccines and working toward a 90% immunization rate for 4DTaP, 3Polio, 1MMR, 3Hib, 3HepB, 1VAR, and 4Pneumococcal
- Ensuring complete and quality data in NESIIS (i.e. updating EMR systems, inclusion of eligibility and race/ethnicity, cross-checking data exchange, etc.)

REQUIRED ITEMS

1. Needs Assessment

This section provides guidance on meeting the minimum requirement for a needs assessment. This needs assessment may have been carried out in a variety of ways, either by the applicant, or by other entities, such as a local health district, a community consortium, or an advocacy group. Components of a community assessment should include:

1. Counties served,
2. Populations served (i.e.: ages, refugees, migrant workers),
3. Minority populations served,
4. Population disparities,
5. Current immunization providers in the area served, both private and public,
6. Current immunization infrastructure (i.e.: location of clinics and hours of operation, etc.), and
7. Lack of services or barriers to services for populations

2. Narrative/Work Plan (description of planned activities)

No specific form or format is required for this description, which does not minimize the importance of this item. Carefully describe the planned activities that correspond to the budget. The typed narrative should be detailed enough to identify to a reader what the proposed activities are, for what purpose, and when activities will be implemented. Required Quarterly Progress Reports will correspond to the proposed Narrative/Work Plan. The Narrative/Work Plan should clearly demonstrate the following:

- Needs assessment (see below)
- Vaccines provided throughout the lifespan
- Total number of immunizations given from January 1, 2015-December 31, 2015
- Populations served
- Geographic area served
- Number of clinics held, location of clinics, hours of operation, etc.
- Proposed evidence-based activities
- Expected outcomes
- Timeline of events

3. Organizational Capacity

Explain how the roles, qualifications, and time allotted for personnel and/or contractors are suitable to perform duties related to the Narrative/Work Plan activities. Explain how the organization's structure is sufficient to reasonably safeguard assets, manage fiscal requirements, and assure subaward implementation will be successful. Explain the organizational capacity to bill 3rd parties for immunization services or lack of capacity to bill. Describe limitations, if any, preventing additional revenue (i.e. agreements with other entities, limits in population served, lack of capacity/infrastructure to bill for immunization services, etc.).

4. Budget

This section contains the information and instructions for completing the required parts of the Budget:

- Personnel Cost Worksheet
- Line Item Budget
- Total Immunization Program Budget
- Budget Narrative/Justification

The application shall contain a fully developed budget to correspond to the proposed Narrative/Work Plan. Applicants shall select cost categories and items of cost that are relevant to the Narrative/Work Plan, allowable, allocable and reasonable costs, and comply with administrative requirements of federal pass through dollars.

Recent reform of federal grants management policies consolidates and revises the eight previous Office of Management and Budget (OMB) Circulars. The federal OMB published in the December 26, 2013 *Federal Register* the new **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**. This Final Guidance of grant policy reform streamlines requirements from A-21, A-87, A-110, A-122, A-89, A-102, A-133, and A-50.

A. Personnel Cost Worksheet

This worksheet is for funding requests that include personnel costs paid by awarded funds. This worksheet is to be used to accurately budget the personnel costs allocable to awarded funds, as well as to accurately describe the organizational funds from other sources that are being used to provide current immunization services. An example of the Personnel Cost Worksheet follows on the next page.

Personnel Cost Worksheet

[illegible]

B. Line Item Budget

Submit a budget that includes the complete budget for your immunization program which captures other funding resources, as well as a line item budget for the amount requested. Awarded funds are intended to supplement existing clinical immunization practices and cannot be the sole funding source for immunization activities within a clinic. Applicants must detail funds expended or received from other sources that support immunization services. A Line Item Budget is used to identify and categorize items of costs for awarded funds. A budget should contain detail sufficient in line items to show the proposed items of costs that comprise the budget category. Budget categories are useful for organizing and clarifying line items. Costs must be clearly identified in the budget and justification in order for DHHS to determine if allowable, allocable and reasonable, and to consider if the cost is essential for achievement of expected outcomes contained in the Narrative/Work Plan.

Develop a budget with allowable, allocable, and reasonable costs that clearly support the planned activities for the proposed work. It is critical to consider the following information:

- “Miscellaneous” or “other” are not acceptable budget categories or line items, as these do not provide an adequate description to determine if the cost is allowable.
- Income -- show any income for immunization services either from donations or third party billing for Medicaid.
- Each item of cost must be treated consistently in like circumstances either as a direct or an indirect cost, *e.g.* direct costs cannot include costs already reflected in an indirect cost rate, if an indirect cost rate is proposed.
 - Direct Costs -- Any cost that can be identified specifically with a particular project or program (contrast to indirect costs). Must be supported with source documentation (i.e.: payroll time sheets, benefits, and receipts for line items purchased).
 - Indirect Costs -- Indirect costs (IDC) are those costs incurred for common or joint purposes, and are usually allocated among an entity's services in proportion to each service's share of direct costs. Because of the diverse characteristics and accounting practices of governmental units, the types of costs, which may be classified as indirect costs, cannot be specified in all situations. However, typical examples of indirect costs may include certain general administration of the recipient department or agency, accounting and personnel services performed within the recipient department or agency, and the costs of operating and maintaining facilities. Use the IDC rate agreement negotiated by the federal cognizant agency. Attach a copy of the most current indirect cost rate agreement which supports the use of the “indirect costs” line item. The Indirect Cost Rate Agreement is needed to confirm that it is a current rate negotiation, to understand how the rate is being applied, and to verify that the rate is

applied correctly, e.g. mathematically and that the base to establish the rate does not include awarded funds budgeted as direct costs.

Non-federal entities that have never received a negotiated indirect cost rate may elect to charge a de minimus rate of 10 percent of modified total direct cost. If claiming a de minimus rate, show the calculation leading to the claimed indirect costs in the Line Item Budget.

C. Budget Justification

Use the format shown below. The Budget Justification describes the need for and shows the calculations of each item of cost. The Budget Justification, as a counterpart of the Line Item Budget, contains the exact budget categories and line items. An acceptable Budget Justification identifies each item of cost and the methodology used in projecting the cost. Information must be provided in sufficient detail to support items of cost for awarded funds.

Include brief descriptions of staff positions that are funded in whole or in part with awarded funds, *i.e.* indicate the full-time equivalent (FTE). Descriptions should include the scope of responsibility for each position, relating it to the accomplishment of outcomes stated in the planned activities.

“Allocable costs” are a critical aspect of federal grants. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. Any cost allocable to a particular federal award may not be charged to other federal awards to overcome fund deficiencies.

The following examples do not include all allowable cost categories or line items.

OFFICE EXPENSES

| | |
|--|------------|
| Supplies (\$75/month x 12 months) | \$ 900.00 |
| Printing (1,000 brochures x \$.15/ea.) | \$ 150.00 |
| Rent (\$3/sq. ft. x 200 ft. x 12 months) | \$7,200.00 |

TRAVEL**

| | |
|----------------------------------|-----------|
| Mileage (300 mi. x 56.5¢/mile) | \$ 121.50 |
| Meals (\$25/diem x 5 days) | \$ 125.00 |
| Lodging (\$100/night x 4 nights) | \$ 400.00 |

**Travel costs that could be considered excessive should be further clarified, e.g. delineated by in-state or out-of-state travel, purpose, number of persons, etc.

D. Indirect cost

If claiming indirect costs, identify the base used in establishing the rate, state the rate, and show the calculation leading to the claimed indirect costs in the Line Item Budget. The rate identified in a negotiated rate agreement should be the same as that used in the Line Item Budget and the Budget Justification. **Applicants must provide a signed copy of the federal indirect cost rate agreement.**

Non-federal entities that have never received a negotiated indirect cost rate may elect to charge a de minimus rate of 10 percent of modified total direct cost. If claiming a de minimus rate, show the calculation leading to the claimed indirect costs in the Line Item Budget.

5. Management Worksheet

The Management Worksheet lists the employees responsible for successfully managing the proposed work with awarded funds. Enter contact information in the form provided in **ATTACHMENT 1**.

PROGRAMMATIC REQUIREMENTS

Applicants must be familiar with programmatic requirements as described. Requirements for ordering, vaccine accountability, and storage and handling of federally purchased vaccine can be found in the Nebraska Immunization Program Provider Manual. Compliance with delineated requirements is assured with acceptance of subaward funds. Applicants can request a Nebraska Immunization Program Provider Manual from Rebecca Martinez via email at rebecca.a.martinez@nebraska.gov.

Funds awarded under this RFA may be used to provide direct services to eligible populations under the VFC and/or Adult Immunization Program (AIP) programs only. Indirect services such as outreach efforts can target a broader population based.

Successful applicants will be required to regularly report to the Nebraska Immunization Program. Subrecipients must be prepared to provide source documentation upon request (i.e. receipts, payroll records, time studies, etc.) to document funds spent.

Subrecipient Reporting Requirements

| Report | Date Due | Period Covered |
|---|--------------------------|--|
| 1st Quarter Work Plan Report* 1st Quarter Expenditure Report** | April 15 th | <u>1st Quarter</u> January February March |
| 2 nd Quarter Work Plan Report* 2 nd Quarter Expenditure Report** | July 15 th | <u>2nd Quarter</u> April May June |
| 3 rd Quarter Work Plan Report* 3 rd Quarter Expenditure Report** | October 15 th | <u>3rd Quarter</u> July August September |
| 4 th Quarter/Final Work Plan Report* 4 th Quarter/Final Expenditure Report** | March 1 st | <u>4th Quarter</u> October November December |

* The narrative reports describing progress toward meeting goals and objectives of the narrative/work plan and evaluation of the project activities shall be submitted to the DHHS along with the expenditure reports within 15 days after the end of each quarter, with the exception of the fourth quarter report.

** Expenditures must reflect approved budget line items and amounts. Amounts budgeted for operations in one activity may be reassigned to another budget item, provided that the proposed expenditures are for allowable costs. Budget revisions of more than 10% of the total budget or revisions eliminating or adding a line item are subject to prior written approval by the DHHS. The report of expenses must be signed and dated by both the program and financial officials itemizing the expenses by respective approved budget categories incurred by Subrecipient for the subaward period January 1, 2017 through December 31, 2018.

APPLICATIONS DUE

Applications must be postmarked or hand delivered by 12:00 p.m. CT, August 15, 2016.

GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subaward shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Subrecipient shall provide DHHS any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 122. The Subrecipient agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that DHHS has received a copy.
3. The Subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the Subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this subaward, the Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this subaward for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. ANTI-DISCRIMINATION. The Subrecipient shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this subaward. The Subrecipient shall insert a similar provision into all subawards and subcontracts.
 - C. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this subaward to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this subaward.
 - D. ASSURANCE. If DHHS, in good faith, has reason to believe that the Subrecipient does not intend to, is unable to, has refused to, or discontinues performing material obligations under this subaward, DHHS may demand in writing that the Subrecipient give a written assurance of intent to perform. Failure by the Subrecipient to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this subaward.
 - E. BREACH OF SUBAWARD. DHHS may immediately terminate this subaward and agreement, in whole or in part, if the Subrecipient fails to perform its obligations under the subaward in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of subaward within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Subrecipient time to correct a failure or breach of this subaward does not waive DHHS's right to immediately terminate the subaward for the same or different subaward breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this subaward and hold the Subrecipient liable for any excess cost caused by Subrecipient's default. This provision shall not preclude the pursuit of other remedies for breach of subaward as allowed by law.
 - F. CLEAN AIR ACT. If the value of this subaward exceeds \$150,000, Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.).

- G. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this subaward, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary subaward provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. As required by United States Department of Health and Human Services (hereinafter “HHS”) appropriations acts, all HHS recipients and DHHS Subrecipients must acknowledge Federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal and DHHS funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources. This provision shall survive termination of this subaward.
- H. CONFLICTS OF INTEREST. In the performance of this subaward, the Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- I. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Subrecipient shall follow the applicable cost principles in 2 CFR 200 Subpart F. Federal audit requirements are dependent on the total amount of federal funds expended by the Subrecipient., set in the table below and Attachment 1, Audit Requirement Certification. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

| Amount of annual federal expenditure | Audit Type |
|---|----------------------------------|
| <i>\$100,000 to \$749,999</i> | <i>Financial Statement Audit</i> |
| <i>\$750,000 or more in federal expenditure</i> | <i>Single Audit</i> |

- J. DATA OWNERSHIP AND COPYRIGHT. Except as otherwise provided in the Federal Notice of Award, DHHS shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subaward without written consent from DHHS. DHHS and any federal granting authority hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for federal or state government purposes. This provision shall survive termination of this subaward.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The subrecipient certifies that it is registered with the System of Award Management (SAM) (<https://www.sam.gov>), in good standing, and that the entity will maintain annual certification in accordance with Federal Acquisition Regulations. Failure to

comply with this section, including maintaining an active registration and/or good standing with SAM, may result in withholding of payments or immediate termination of the subaward.

- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this subaward to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Subrecipient in discharging its obligations under this subaward shall be deemed incorporated by reference and made a part of this subaward with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Subrecipient agrees, in accordance with 41 USC §701 et al., to maintain a drug-free workplace by: (1) publishing a drug-free workplace statement; (2) establishing a drug-free awareness program; (3) taking actions concerning employees who are convicted of violating drug statutes in the workplace; and (4) in accordance with 2 CFR §182.230, identify all workplaces under its federal awards.
- N. FEDERAL FINANCIAL ASSISTANCE. The Subrecipient shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Subrecipient certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- O. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REPORTING. The Subrecipient shall complete and endorse the Subrecipient Information & Audit Requirement Certification, Attachment 1. The Subrecipient certifies the information provided is complete, true, and accurate.
- P. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this subaward due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this subaward. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this subaward which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this subaward.
- Q. FRAUD OR MALFEASANCE. DHHS may immediately terminate this subaward for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the subaward by Subrecipient, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- R. FUNDING AVAILABILITY. DHHS may terminate the subaward, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Subrecipient be paid for a loss of anticipated profit.

S. GRANT CLOSE-OUT. Upon completion or notice of termination of this grant, the following procedures shall apply for close-out of the subaward:

1. The Subrecipient will not incur new obligations after the termination or completion of the subaward, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or completion date.
2. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
3. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
4. DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
5. The Subrecipient shall assist and cooperate in the orderly transition and transfer of subaward activities and operations with the objective of preventing disruption of services.
6. Close-out of this subaward shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this subaward. If no final audit is conducted prior to close-out, DHHS reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

T. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Subrecipient shall comply with all Nebraska statutory and regulatory law.

U. HOLD HARMLESS.

1. The Subrecipient shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient's liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.

V. HUMAN TRAFFICKING PROVISIONS. The subrecipient shall comply and be subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

W. INDEPENDENT ENTITY. The Subrecipient is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Subrecipient shall employ and direct such personnel, as it requires, to perform its obligations under this subaward, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this subaward.

X. REIMBURSEMENT REQUEST. Requests for payments submitted by the Subrecipient shall contain sufficient detail to support payment. Any terms and conditions included in the Subrecipient's request shall be deemed to be solely for the convenience of the parties.

Y. INTEGRATION. This written subaward represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this subaward.

Z. LOBBYING.

1. Subrecipient certifies that no Federal appropriated funds shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subaward, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

AA. MANDATORY DISCLOSURES. The subrecipient must disclose to the State, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward in accordance with 2 CFR §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338

Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

- BB. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Subrecipient acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Subrecipient who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

CC. NEBRASKA TECHNOLOGY ACCESS STANDARDS.

The Subrecipient shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the subaward comply with the applicable standards. In the event such standards change during the Subrecipient's performance, the State may create an amendment to the subaward to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties.

- DD. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Subrecipient is an individual or sole proprietorship, the following applies:

1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Subrecipient understands and agrees that lawful presence in the United States is required and the Subrecipient may be disqualified or the subaward terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- EE. PUBLICATIONS. Subrecipient shall acknowledge the project was supported by the Code of Federal Award Number, name of award, federal agency and DHHS in all publications that result from work under this subaward.
- FF. PROGRAMMATIC CHANGES. The Subrecipient shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.
- GG. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Subrecipient shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Subrecipient can be made. Download ACH Form: http://www.das.state.ne.us/accounting/nis/address_book_info.htm

- HH. PUBLIC COUNSEL. In the event Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this award, Subrecipient shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this subaward. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- II. RESEARCH. The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subaward without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this subaward.
- JJ. SEVERABILITY. If any term or condition of this subaward is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this subaward did not contain the particular provision held to be invalid.
- KK. SMOKE FREE. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing, the

Subrecipient certifies that the Subrecipient will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- LL. SUBRECIPIENTS OR SUBCONTRACTORS. The Subrecipient shall not subaward or subcontract any portion of this award without prior written consent of DHHS. The Subrecipient shall ensure that all subcontractors and subrecipients comply with all requirements of this subaward and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- MM. TIME IS OF THE ESSENCE. Time is of the essence in this subaward. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Subrecipient remaining.
- NN. WHISTLEBLOWER PROTECTIONS. The Subrecipient shall comply with the provisions of 41 U.S.C. 4712, which states an employee of a contractor, subcontractor, grantee, or subrecipient may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
1. The Subrecipient’s employees are encouraged to report fraud, waste, and abuse. The Subrecipient shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 2. The Subrecipient shall include this requirement in any agreement made with a subcontractor or subrecipient.

Management Worksheet**Other Staff Involved with Proposed Project**

Name: _____
Title: _____
Address: _____
City: _____
Phone: _____ Fax: _____
Email: _____

Other Staff Involved with Proposed Project

Name: _____
Title: _____
Address: _____
City: _____
Phone: _____ Fax: _____
Email: _____

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Other Staff Involved with Subaward

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